

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734512

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Health Fitness Corporation		06/01/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Trustmark Health Benefits, Inc.		
Street Address:	400 Field Drive		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5708695	MYNURSE 24/7	
CORRESPONDENCE DATA			
Fax Number:	3026568920		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	302-622-4226		
Email:	dmcgregor@foxrothschild.com		
Correspondent Name:	Deanna M. McGregor		
Address Line 1:	997 Lenox Drive, Bldg. #3		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
ATTORNEY DOCKET NUMBER:	271012.00036		
NAME OF SUBMITTER:	Deanna M. McGregor		
SIGNATURE:	/-d-/		
DATE SIGNED:	06/14/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), is made as of the 1st day of June, 2022, by and between Health Fitness Corporation, a Minnesota corporation (the "Assignor"), and Trustmark Health Benefits, Inc., a Illinois corporation (the "Assignee").

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademark identified on Schedule A (the "Trademark") together with (i) any and all goodwill of the business associated with the Trademark (the "Goodwill") and (ii) any and all causes of action, claims and demands arising from any infringement, including past infringements, of the Trademark ("Causes of Action"); and

WHEREAS, Assignor and Assignee desire to confirm of record and effectuate the assignment to Assignee all right, title and interest in and to the Trademark together with the Goodwill and the Causes of Action.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee the entire right, title and interest in and to the Trademark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, the Goodwill and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all Causes of Action, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (A) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (B) the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Trademark and this

Assignment; (C) obtaining any additional trademarks protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (D) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world, in each case, all on the terms and subject to the conditions set forth in the Asset Purchase Agreement.

3. The Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademark.

4. Assignor hereby represents and warrants to Assignee that Assignor has not heretofore sold, transferred, assigned or encumbered any of its right, title or interest in the Trademark, and that it has the authority to transfer and assign the Trademark and associated goodwill and enter into this Assignment and perform its obligations hereunder.

5. This Assignment shall be governed, construed and enforced in accordance with the internal substantive laws of the State of Illinois (without regard to the laws of conflict that might otherwise apply) and the United States as to all matters, including matters of validity, construction, effect, performance and remedies.

6. This Assignment may be executed in several counterparts (including by means of facsimile or electronic transmission in portable document format (PDF)), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

[Signature Page Follows]

ASSIGNOR:

Health Fitness Corporation

Sean D. McManamy

By: Sean D. McManamy

Title: President & CEO

ASSIGNEE:

Trustmark Health Benefits, Inc.



By: Shea Welch

Title: VP, Product, Marketing and Managed
Care Strategy

Schedule A

Trademark	U.S. Trademark Registration No.	Description
MYNURSE 24/7	5,708,695	Providing health care information by telephone, featuring registered nurses available 24 hours per day.